

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

**DASSO INTERNATIONAL, INC.
and EASOON USA, LLC,**

Plaintiffs,

vs.

**MOSO NORTH AMERICA, INC. and
MOSO INTERNATIONAL BV,**

Defendants.

Case No. 17-cv-1574

EASOON USA, LLC,

Plaintiff,

vs.

**BRETT KELLY, MARK CLIFTON,
and DAVID OSTERMAN,**

Defendants.

Case No. 19-cv-564

VERDICT FORM

Members of the Jury:

In completing this Verdict Form, the Jury is to follow all of the instructions given by the Court. Some of the questions contain terms that are defined and explained in detail in the Jury Instructions. The Jury should refer to the Jury Instructions if it is unsure about the meaning or usage of any term that appears in the Verdict Form.

We, the jury, unanimously find as follows:

Claims by Dasso/Easoon

1. Dasso/Easoon Claim 1 – Patent infringement

a. Have Dasso and Easoon proven by a preponderance of the evidence that MOSO infringed the following claims of the '578 patent?

(For each asserted claim, check "Yes" or "No.")

	YES (for Dasso/Easoon)	NO (for MOSO)
Claim 1:	<u>✓</u>	<u> </u>
Claim 2:	<u>✓</u>	<u> </u>
Claim 4:	<u>✓</u>	<u> </u>
Claim 5:	<u>✓</u>	<u> </u>
Claim 6:	<u>✓</u>	<u> </u>
Claim 7:	<u>✓</u>	<u> </u>

b. Has MOSO proven by a preponderance of the evidence that it did not infringe the following claims of the '578 patent?

(For each asserted claim, check "Yes" or "No.")

	NO (for Dasso/Easoon)	YES (for MOSO)
Claim 8:	<u>✓</u>	<u> </u>
Claim 9:	<u>✓</u>	<u> </u>
Claim 10:	<u>✓</u>	<u> </u>
Claim 13:	<u>✓</u>	<u> </u>
Claim 15:	<u>✓</u>	<u> </u>

c. Has MOSO proven by clear and convincing evidence that the following claims of the '578 patent are invalid for failure to satisfy the enablement requirement?

(For each asserted claim of the patent, check "Yes" or "No.")

	YES (for MOSO)	NO (for Dasso/Easoon)
Claim 1:	_____	_____ ✓
Claim 2:	_____	_____ ✓
Claim 4:	_____	_____ ✓
Claim 5:	_____	_____ ✓
Claim 6:	_____	_____ ✓
Claim 7:	_____	_____ ✓
Claim 8:	_____	_____ ✓
Claim 9:	_____	_____ ✓
Claim 10:	_____	_____ ✓
Claim 13:	_____	_____ ✓
Claim 15:	_____	_____ ✓

d. Has MOSO proven by clear and convincing evidence that the following claims of the '578 patent are invalid for indefiniteness?

(For each asserted claim of the patent, check "Yes" or "No.")

	YES (for MOSO)	NO (for Dasso/Easoon)
Claim 1:	_____	_____ ✓
Claim 2:	_____	_____ ✓

Claim 4:	_____	✓
Claim 5:	_____	✓
Claim 6:	_____	✓
Claim 7:	_____	✓
Claim 8:	_____	✓
Claim 9:	_____	✓
Claim 10:	_____	✓
Claim 13:	_____	✓
Claim 15:	_____	✓

e. Has MOSO proven by clear and convincing evidence that the following claims of the '578 patent are invalid for obviousness?

(For each asserted claim of the patent, check "Yes" or "No.")

	YES (for MOSO)	NO (for Dasso/Easoon)
Claim 1:	_____	✓
Claim 2:	_____	✓
Claim 4:	_____	✓
Claim 5:	_____	✓
Claim 6:	_____	✓
Claim 7:	_____	✓
Claim 8:	_____	✓
Claim 9:	_____	✓
Claim 10:	_____	✓

Claim 13: _____ ✓

Claim 15: _____ ✓

f. Willful infringement

(If you found any claim of the patent to be infringed and not invalid, please answer the following question.)

Has Dasso/Easoon proven by a preponderance of the evidence that MOSO willfully infringed any valid asserted claim of the '578 Patent?

(Check "Yes" or "No" below.)

✓ YES _____ NO

g. Damages on patent infringement claims:

(Complete this section only if, for any asserted claim of the '578 patent, you have found that MOSO infringed the claim and that the claim is not invalid.)

We award Dasso/Easoon damages as follows:

Lost profits: \$ 1,500,000

Reasonable royalty: \$ _____

2. Easoon Claim 2 – tortious interference with prospective economic advantage:

Has Easoon proven its claim against MOSO for tortious interference with prospective economic advantage by a preponderance of the evidence?

✓ Yes (for Easoon)

_____ No (for MOSO)

Damages on Easoon Claim 2:

(Complete this section only if you have found in favor of Easoon on Claim 2 against MOSO)

We award Easoon damages on Claim 2 in the amount of \$ 1,500,000

3. Easoon Claim 3 – Delaware Deceptive Trade Practices Act:

Has Easoon proven its claim against MOSO for violation of the Delaware Deceptive Practices Act by a preponderance of the evidence?

✓ Yes (for Easoon)

 No (for MOSO)

(Damages are not available on Easoon Claim 3)

4. Easoon Claim 4 – misappropriation of trade secrets:

Has Easoon proven its claim for misappropriation of trade secrets against the defendants named below by a preponderance of the evidence?

a. As to defendant Kelly:

✓ Yes (for Easoon)

 No (for Kelly)

b. As to defendant Clifton:

✓ Yes (for Easoon)

 No (for Clifton)

c. As to defendant Osterman:

✓ Yes (for Easoon)

 No (for Osterman)

Damages on Easoon Claim 4:

(Complete this section as to a particular defendant only if you have found in favor of Easoon on Claim 4 against MOSO against that defendant.)

We award Easoon damages on Claim 4 as follows:

Against Mr. Kelly in the amount of \$ 1,500,000

Against Mr. Clifton in the amount of \$ 1,500,000

Against Mr. Osterman in the amount of \$ 1,500,000

5. Easoon Claim 5 – breach of fiduciary duty:

Has Easoon proven its claim against Kelly for breach of fiduciary duty by a preponderance of the evidence?

✓ Yes (for Easoon)

 No (for Kelly)

6. Easoon Claim 6 – aiding and abetting breach of fiduciary duty:

Has Easoon proven its claim against MOSO for aiding and abetting breach of fiduciary duty by a preponderance of the evidence?

✓ Yes (for Easoon)

 No (for MOSO)

7. Easoon Claim 7 – fraud:

Has Easoon proven its claim against Kelly for fraud by a preponderance of the evidence?

✓ Yes (for Easoon)

 No (for Kelly)

Damages on Easoon claims 5, 6 & 7:

(Complete this section only if you have found in favor of Easoon on claims 5, 6, and/or 7 against Kelly and/or MOSO)

We award Easoon damages on Count(s) 1,2,4,5,6 & 7 (fill in the blank) in the amount of \$ 1,500,000

Note: With regard to Easoon Claims 1, 2, 4, 5, 6 & 7, you are not to apportion damages among the various claims. I will deal with any apportionment after you return your verdict.

Claims by MOSO

1. **MOSO Claim 1 – tortious interference with prospective economic advantage:**

Has MOSO proven its claim against Easoon for tortious interference with prospective economic advantage by a preponderance of the evidence?

_____ Yes (for MOSO)

☒ _____ No (for Easoon)

2. **MOSO Claim 2 – Delaware Deceptive Trade Practices Act:**

Has MOSO proven its claim against Easoon for violation of the Delaware Deceptive Trade Practices Act by a preponderance of the evidence?

☒ _____ Yes (for MOSO)

_____ No (for Easoon)

3. **MOSO Claim 3 – Defamation:**

Has MOSO proven its claim against Easoon for defamation by a preponderance of the evidence?

☒ _____ Yes (for MOSO)

_____ No (for Easoon)

4. **MOSO Claim 4 – Trade libel:**

Has MOSO proven its claim against Easoon for trade libel by a preponderance of the evidence?

_____ Yes (for MOSO)

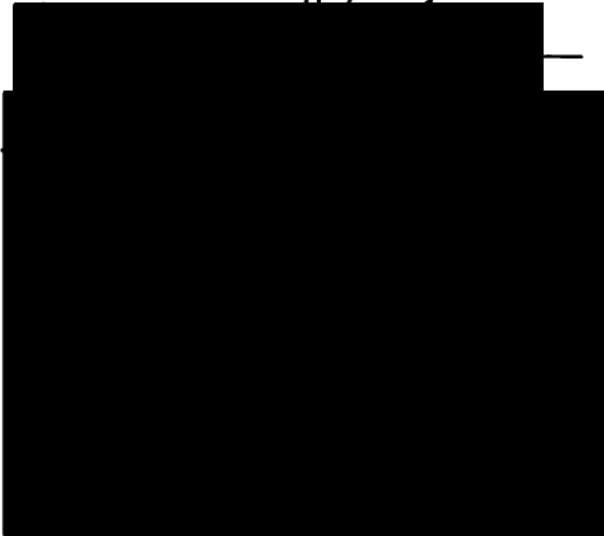

☒ _____ No (for Easoon)

Damages on MOSO claims 1, 3 & 4 (damages are not available on MOSO claim 2):

*(Complete this section only if you have found in favor
of MOSO on one or more of its claims against Easoon)*

We award MOSO damages in the amount of \$ 100,000

Sign and date the verdict form below:

A large black rectangular redaction box covering the signature area on the left side of the verdict form.A large black rectangular redaction box covering the signature area on the right side of the verdict form.

Date: June 9, 2023